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OFFICIAL CORRESPONDENCE,
RELATING TO THE OWNERSHIP
OF THE
STEAMER GIRAFFE.

RICHMOND, VA., Feb. 26, 1863.

TO HIS EXCELLENCY THE PRESIDENT:

SIR: I claim justice at your hands with a confidence unshaken by the fact that it has been denied me elsewhere.

In August, 1862, I made a contract with the Secretaries of War and the Treasury, by which I undertook to go to Great Britain and to assist in an enterprise, suggested by me, to buy and freight the fast steamer "Giraffe," and bring her into a Confederate port on Government account.

By the terms of the contract I was to have, as the only compensation for my services, the right to take the vessel at cost upon her arrival in a Confederate port. That such was the contract, distinctly appears from the letter of the then Secretary of War, to Lt. John Wilkinson, C. S. Navy, dated August 12, 1862. See copy herewith presented, marked (No. 1). The origin and object of the enterprise and the character of my connection with it, are shown by a letter of Gen. Randolph to me, dated Feb. 26, 1863,—see copy (No. 2,)—and by a letter of Secretary Memminger to me, dated Feb. 21, 1863,—see copy (No. 3).

In compliance with this contract I went to Great Britain with Lt. Wilkinson, and rendered such assistance as I could in the purchase of

the "Giraffe"—made purchases for the Treasury Department, amounting to about £10,000, and continued, in all respects, to the best of my ability, to forward an enterprise which resulted in the safe arrival of the "Giraffe" on the——day of December, 1862, in the port of Wilmington, N. C., with a cargo for the Government of which it would be difficult to over-estimate the value. The estimate placed upon my services, by the Secretary of the Treasury, appears from his letter already referred to. That I rendered assistance, advice and information, in the purchase of the "Giraffe," is shown by the letter of Lt. Wilkinson to me, dated Feb. 24, 1863,—see copy (No. 4). The expenses of my trip to Great Britain, going, remaining and returning, were defrayed out of my own means.

Upon the arrival of the "Giraffe" in a Confederate port, I claimed the right at once to take her at cost, according to the contract; but, without expressly admitting or denying my right, an appeal was made to me to consent that she might be used for another voyage, which was represented to be of great public importance. I could not but regard this as a very injurious departure from the contract, but I was constrained to consent, and did consent, on terms of being allowed to bring in, on the return of the vessel, a limited amount of freight, to be accounted for in any future settlement of my claim to the purchase and use of the vessel.

My claim of the right, under the contract, to take the vessel at cost, was, from the beginning, met by suggestions of doubt as to the obligation of the contract, and by questions as to the mode and the amount of payment to be made, by me, under it. These doubts and questions were constantly presented, in close and singular alternation with intimations of a government necessity, which might probably compel the seizure of the vessel for permanent public uses. Under these circumstances, Col. Blanton Duncan, who is interested with me in this matter, submitted to the Secretary of War, on the 12th of January, 1863, a written proposal for the employment of the "Giraffe" in the service of the Government—see copy (No. 5). No reply having been made to this offer, it was withdrawn by letter dated Feb. 17, 1863,—see copy (No. 6).

The "Giraffe" started on her second voyage on the 20th of January, 1863. I went on her and returned with her to Wilmington, on the——day of February, 1863. I came at once to Richmond, and upon

my arrival learned that the Secretary of War had submitted, for the opinion of the Attorney General, a number of questions as to the contract under which I claim the "Giraffe." I have not seen the case made by the Secretary, except so far as it is disclosed in the opinion of the Attorney General, dated February 17, 1863,—see copy (No. 7).

That opinion is the deliberate judgment of the Law adviser of the Government upon facts and statements, derived wholly from the Secretary of War, and when I learned the character of the opinion, I took it for granted that no farther obstacle would be presented to the prompt delivery of the vessel, upon the terms indicated by the Attorney General. I was, therefore, greatly surprised to learn from the Secretary of War, in a personal interview, that he did not intend to be guided by the opinion of the Attorney General, but would, as he said, do as he pleased in the matter, and especially, that he was determined, at all events, to have the use of the "Giraffe." I confess to having become greatly excited at these declarations, and we parted in no amiable temper.

Soon after leaving him I sent him a note, dated Feb. 23, 1863, but before receiving any reply I sent him another, of the same date—see copies (No. 8) and (No. 9). To these notes I received replies from the Assistant Secretary of War, dated Feb. 23 and 24, 1863,—see copies (No. 10) and (No. 11).

Upon receiving the first letter from the Assistant Secretary, I discovered, as I supposed, a marked change in the purposes of the Department. I could not suppose that if the Secretary still intended, at all events, to retain the "Giraffe," he would deem it proper or becoming to call upon me to come forward, within forty-eight hours, to make an actual tender of money amounting to near half a million of dollars, and I could see no motive he could have to ask me to comply, on my part, with a contract which he did not admit to be binding upon the Government. I therefore addressed to the Assistant Secretary a letter, dated February 24, 1863,—see copy (No. 12,)—and sent with it the certificates of deposit, therein mentioned, amounting to half a million of dollars. The Assistant Secretary waived the necessity of producing the Treasury notes—asked an opportunity to confer with the Secretary, and requested that, in the mean time, the certificates might be withheld.

On the next morning I received, through the Post Office, a letter

addressed by the Assistant Secretary of War to the Hon. J. P. Baldwin, who, at my request, had been the bearer of my letter with the tender of the certificates. This letter is dated Feb. 24, 1863,—see copy (No. 13).

I have thus given what I believe to be a true and correct account of this transaction, and upon these facts I respectfully ask your attention to the following points, suggested by the final letter of the Assistant Secretary :

1. As to “the circumstances attending the purchase of the Giraffe, and the obligations of the Government under that purchase.”

When, from the 9th to the 17th of the present month, the Attorney General was, at the instance of the Secretary of War, engaged in the consideration of these very obligations, it must be presumed that he was furnished by the Secretary with every fact within his knowledge calculated to affect the questions submitted. In view of the whole transaction, as then presented, the Attorney General used the following emphatic language :

“According to these rules, under the facts stated, I do not doubt that the Government was bound to deliver the vessel purchased to Maj. Ficklin, on her arrival in a Confederate port, on his paying the cost of such vessel to the Government.”

If, since that opinion was given, any new facts have come to the knowledge of the Secretary of War, tending to affect, adversely, my claim to the “Giraffe,” I submit, very respectfully, that I was entitled to notice and fair opportunity to meet such new matter, before it could properly be acted upon to my prejudice.

2. As to “the matter contained in my paper of 24th of February, 1863.”

That paper, hereinbefore referred to as No. 12, was a mere formal tender, on my part, to perform the contract according to the opinion of the Attorney General. No intimation had been given—none has yet been given—as to the construction placed upon the contract by the War Department. No account had been rendered to show how much I was expected to pay, or in what form the payment was to be made. I was yet called upon to tender performance at my own risk, and when I adopted the opinion of the Attorney General as the basis of my offer, the offer was simply rejected without any suggestion of a different construction. This, I must be allowed to say, looks like there was a fore-

gone conclusion to reject any tender of performance on my part, and that I was put through a solemn farce when I was required to produce half a million of dollars, at the office of the Assistant Secretary of War, within forty-eight hours.

3. As to "the apparently reserved claim, for the use of the vessel, since 31st Dec. last."

This claim was one of the subjects referred to the Attorney General, as appears from his opinion. He suggested that "those who are more acquainted with ships and the value of their use would be better able to determine" how much should be allowed me, than the Attorney General. Acting upon this suggestion, I proposed not to reserve the claim, but to submit it to the decision of "competent shippers on equitable terms." The amount of any compensation ascertained to be due me, would have constituted a set off against the price of the vessel, but I preferred and proposed to settle each matter separately.

4. As to "the peremptory demand for present unconditional delivery" of the vessel.

Accompanying every offer of payment for the vessel there was, of course, a demand of concurrent transfer and delivery. I do not propose to justify the tone of notes written under the excitement occasioned by an earnest belief that I had been wronged, but I claim that the right to demand the delivery, concurrent with the payment, is clear beyond controversy, and is in fact the only proper manner of conducting such a transaction.

5. As to "the various propositions of Mr. Duncan, with respect to the future employment of the vessel, and the withdrawal of all those."

The only written proposition made by Mr. Duncan, is that already referred to as No. 5. That proposition remained, subject to acceptance by the Secretary of War, for a month and five days, without the least notice having been taken of it. That it should have been at last withdrawn, was certainly no ground of complaint or surprise. It is very probable that Mr. Duncan may have made, orally, a number of other propositions, but they were all disposed of when made, and no withdrawal of them was necessary. It is a singular fact, connected with this transaction, that though my contract for the "Giraffe" has not been denied, and though the performance of that contract, on my part, has not been controverted, the Government has not offered performance of the contract on any terms, or indicated any form in which performance

on my part would be accepted. And although various suggestions and propositions have been made, on my part, for the employment of the vessel in the service of the Government, there has not been, at any time, a suggestion from the War Department, of any terms other than a denial of my right, or the forcible seizure of my property.

It seems never to have occurred to the War Department, that an essential element in a fair contract, is that there shall be "two to the bargain," and that each party must be free to contract. I submit that the agreement to "let me have the vessel," was a pledge on the part of the Government, that I should be placed in the position and have the substantial privileges of real owner.

6. As to "the necessities of the Confederate States, in regard to the present employment of the vessel."

I have already stated that no effort has been made by the Government to obtain, by contract, the present use of the vessel. It is true that, in reply to the remarks of the Secretary of War, that he was determined to have the use of the vessel, I declared that he should not have it if I could help it. But I deem it to be just to myself to say that there has been no time, and I hope there never will be, when, if fairly approached for a contract upon equal terms, I would not have felt bound to give to the Government the preference over all others—except my native State—both as to the time and the terms of an agreement, for any property I possess.

I claim the right, however, to deny and to disallow the plea that the necessities of the Government, for the present use of my property, even tend to justify the failure or refusal to acknowledge my just rights as owner. If the property is justly mine, I have a right to have my claim fully recognized, and my title fully established. If then the Government wishes the use of the property, it can plead no necessity for violent seizure until it shall at least have made fair trial of just negotiation. It would, I submit, be unworthy of a great Government, to subject itself to the imputation of driving one bargain, by withholding the performance of another.

7. I ask special attention to the fact, that by the action of the War Department, I am not only deprived of valuable property which I have fairly earned, but I am left without compensation for my services, or reimbursement for my expenditures. No proposition or suggestion has been made to give me indemnity or compensation in any form.

I am, Sir, a single citizen, demanding, I trust with becoming respect, what I verily believe are my just rights. You are the Representative of the Government, upon the success of which depends all that I value. I have no desire to make any unjust demand, or to expect any unreasonable profit, in any transaction with the Government, but I look to you to see that the power of the Government is not employed in violation of my rights as a citizen.

I ask for my cause a patient examination. I am sure you will give fair judgment without respect of persons.

Respectfully, your obedient servant,

B. F. FICKLIN.

No. 1.

CONFEDERATE STATES OF AMERICA,
WAR DEPARTMENT,
RICHMOND, VA., Aug. 12th, 1862.

LT. JOHN WILKINSON, C. S. Navy :

SIR : It has been determined by the Secretaries of the Treasury and of War, to purchase, in Great Britain, a small steamer for the purpose of bringing in a cargo; and, at their request, you have been detailed by the Secretary of the Navy, to make the purchase and bring the vessel in.

Mr. Benjamin Ficklin, who will accompany you, has had his attention called to a vessel of five hundred tons, said to be suitable for our purposes, and, in consideration of his assistance in the enterprise, we have agreed to let him have the steamer at cost, upon her arrival in a Confederate port.

The cost of the steamer is expected to be thirty thousand pounds, and, possibly, it may require five thousand pounds to bring her over.

You will, therefore, be furnished with thirty-five thousand pounds sterling, in exchange. You must consult your own judgment about the port into which you will bring the steamer.

The Treasury Department will give you instructions about the portion of the cargo allotted to that Department, and the Quartermaster General, the Chief of Ordnance and the Surgeon General, will give you orders for what they wish.

It is expected that the steamer will have capacity for at least two hundred tons of cargo, of which about fifty will be allotted to the Treasury, and the rest to the War Department.

The funds, to make purchases, will be supplied to you in exchange on England, and as soon as you receive the money and the instructions for making purchases, you will proceed to your destination without delay.

Time is important, but your first object will be the safety of the vessel and cargo.

Very respectfully,

GEO. W. RANDOLPH,

Secretary of War.

No. 2.

RICHMOND, Feb. 25th, 1863.

MAJ. BENJ. F. FICKLIN, Richmond:

SIR: I have received your note, requesting me to give, "in writing, my recollection of the circumstances attending the contract made by you with me, as Secretary of War, on the 12th day of August, 1862, in relation to the purchase of the steamer Giraffe."

The Secretary of the Treasury called on me, in company with yourself, and stated that his Department was very much in want of certain articles, and that he wished to send you to England to purchase them. That you knew a steamer, in England, well suited for running the blockade, but that he had no authority to buy steamers, and had called for the purpose of requesting me to make the purchase, and that I would give him space for fifty tons of freight, reserving the rest for my Department. He said, also, that you were to take the steamer at cost, on her arrival in a Confederate port.

I assented to the proposition, if the Secretary of the Navy could detail a naval officer to purchase and bring in the steamer, but remarked that on her arrival she would probably be worth more than cost. You replied that the privilege of purchasing her at cost was intended as compensation for your services, and I made no further objection, supposing that the Secretary of the Treasury understood better than I

did the character of the services to be rendered to his Department, and could better estimate the compensation to be made.

I was desirous of facilitating his operations and of availing myself of what seemed a good opportunity to import speedily such things as were most needed for the army, and I did not wish to retain the steamer, for I was of opinion that Government vessels, employed in running the blockade, should belong to the Navy, the War Department having under its control no person fitted for such service, and no means of equipping and repairing steamships. I had, accordingly, not long before, sold the only steamship owned by the War Department.

You will find a statement of the contract with you, in a letter of instructions to Lt. John Wilkinson, of the Navy, who was detailed to command the steamer, and reported to me for instructions.

Respectfully, your obedient servant,

GEO. W. RANDOLPH.

No. 3.

TREASURY OFFICE, Feb. 21, 1863.

MAJ. B. F. FICKLIN:

SIR: In reply to the enquiries made in your note I have to say, that the plan of purchasing a vessel to bring out certain supplies for the War and Treasury Departments, was suggested by you. You informed me that you knew of a swift vessel that could be purchased in England or Scotland, I do not remember which; that you would go out and make the purchases required by the Treasury Department, and load the vessel with those articles and munitions and supplies desired by the War Department; that your compensation should be in the form of an undertaking to let you have the vessel at cost, whenever she should safely deliver her cargo at a Confederate port; and, to secure the interest of the Government, the vessel was to be purchased and put under the command of an officer of the Navy.

I called with you on the Secretary of War, conferred with him upon the contract and agreed with him as to its expediency, if he thought the urgency of his own wants justified his purchase of the vessel. This justification he thought existed.

As to the execution of the orders of this Department, it has been well done, and the articles purchased are of great value and importance. Without these purchases the printing of Treasury Notes would have been most seriously embarrassed, if not brought to a stand.

Respectfully, your obedient servant,

C. G. MEMMINGER,
Secretary of Treasury.

No. 4.

RICHMOND, VA., Feb. 24th, 1863.

SIR: In reply to your request that I would state to you, in writing, whether you rendered me assistance in the purchase of the "Giraffe," and the character of that assistance, I have to reply, that all information with regard to the vessel, was derived from you, and that I was indebted to you for advice and assistance in the negotiation for purchase.

Respectfully, &c.,

J. WILKINSON, C. S. N.

B. F. FICKLIN, ESQ., Richmond.

No. 5.

COLUMBIA, January 12, 1863.

HON. JAMES A. SEDDON,

Secretary of War:

SIR; As it may be desirable for you to understand exactly the position which it has always been my purpose to assume, in the management of the Giraffe, I make you a statement, which you may consider in the light of a proposition, and may suggest such alterations as may be deemed expedient to you.

It has always been my plan and intention, that the vessel should be used for the benefit of the Government, and to transport the freight of

the War Department into Confederate ports, at the usual price paid to other vessels for doing the same. The cargoes out to be cotton, furnished by the War Department at the port, and the net sales, excluding any freights to the Giraffe, to be equally divided between the Department and myself, thus enabling you to procure your sterling on England at 30 per cent. below par, instead of at 200 premium. I wished the War Department to have the exclusive benefit of this arrangement, so as to have but one person to control the matter. With authority from the War Department, I should have the cotton always ready at the port, so that no delay would occur, and she could be loaded and sent to sea immediately. Major Ficklin would attend to the shipment at Nassau and Bermuda, of the cotton in British bottoms, to be forwarded to Liverpool. Your Department could always have the refusal of 300 tons of freight into the Confederacy, and if we should be successful, our profits would be invested in other steamers, suitable for the same purpose, and placed at your disposition.

As the Government would thus be constantly interested in the Giraffe, to a large amount, I should ask that a Naval officer, Lieut. John Wilkinson, might be retained in charge of the vessel, to supervise and control everything connected with the management thereof. The cost of running the vessel would be paid entirely by me. Whenever your Department did not have freight ready for shipment, or did not desire to send such an amount, I should always have notice thereof immediately upon arrival at port, so as to put on freight of my own. This arrangement cannot fail to be advantageous, in my judgment, as the total cost each trip, of the cargo of cotton, will not exceed \$80,000, and will only be about one fourth of the risk which we shall assume upon the vessel. At the present prices, in England, your half should produce you upwards of £20,000. I would like to hear from you at your earliest convenience any suggestions or modifications, which would perhaps be acceptable to me. Individually I had purchased cotton, with which to freight the Giraffe on her present trip.

Very respectfully,

BLANTON DUNCAN.

No. 6.

RICHMOND, February 17th, 1863.

HON. J. A. SEDDON,

Secretary of War:

SIR: My letter, proposing to you terms for shipping on the Giraffe, having been so long unanswered, I have concluded to withdraw the proposition therein contained.

It is my wish to disembarass the pending adjustment of everything not necessarily pertaining to it.

With respect, &c.,

BLANTON DUNCAN,

By GARNETT DUNCAN.

No. 7.

CONFEDERATE STATES OF AMERICA,

DEPARTMENT OF JUSTICE,

RICHMOND, Feb. 17th, 1863.

HON. JAS. A. SEDDON:

SIR: I have the honor to make the following reply to your letter of the 9th inst., received by me on the 13th instant:

The law which created the Department of Justice, authorizes and requires the Attorney General to give "his advice and opinions on questions of law," when requested by any of the heads of Departments. It would be improper for the Attorney General to extend, by construction, the power and influence of his office, beyond the scope of the law defining his duties. He has no power given to decide questions of fact. I make these remarks to show, that so far as the questions in your letter of the 9th inst., involve the ascertainment of facts from conflicting statements, or the ascertainment of a fact outside of the papers submitted, I cannot legally and officially respond to it. My opinion must be based on the facts submitted, and confined to the questions of law, growing out of these facts.

The questions propounded by you to me, are as follows:

"1st. As to whether this Department became bound on the arrival

of the ship, the Giraffe, in a port of the Confederacy, to deliver her over to Major Ficklin, as proprietor, on his paying her cost.

"2d. If you consider the Department so bound, how the payment should be made, by Major Ficklin; whether in sterling, with interest from date of payment by the Confederate Government, or in what equivalent at the Confederate port.

"3d. Whether any liability or equitable claim, such as this Department or Government ought to respect and provide for, exists from this transaction in favor of the English vender of the ship; and whether, in case the ship be delivered to Maj. Ficklin, any, and if any, what indemnity or provision against such claim or liability should be exacted from Maj. Ficklin, before its delivery to him."

"In the contingency of a decision, by you, that the ship should have been delivered to Maj. Ficklin on her arrival in a Confederate Port; then, as the ship was, with his acquiescence, and on the understanding, that, on her return voyage from Nassau, to which she was sent by this Department, he should be entitled to freight her to an extent not exceeding twenty tons, I request your opinion as to whether any, and if any, what compensation should be equitably allowed him, as compensation for her use by the Department in the voyage, and how, if allowed, it should be ascertained in money, to be deducted from the amount to be paid by him for the cost of the ship."

It appears, from the papers submitted to me, that there was a contract between the War Department and Maj. Ficklin; the terms of that contract are stated in a letter of Hon. Geo. W. Randolph, Secretary of War, of the 12th of August, 1862, to Lt. John Wilkinson, and are as follows: "Mr. Benj. Ficklin, who will accompany you, has had his attention called to a vessel of five hundred tons, said to be suitable for our purposes, and in consideration of his assistance in the enterprise, we have agreed to let him have the steamer, at cost, upon her arrival in a Confederate port."

It appears, from the evidence before me, that Maj. Ficklin rendered the service ("assistance in the enterprise") required of him, and it appears that he offered to pay the cost of the vessel, on her arrival in a Confederate port. These facts show, that as between man and man, there was a contract, and the terms of it were complied with by Maj. Ficklin, as far as he was permitted to do. In determining whether the Government of the Confederate States is bound by the terms of an

agreement, I adopt the same rules which would govern individuals in their transactions. According to these rules, under the facts stated, I do not doubt that the Government was bound to deliver the vessel purchased to Maj. Ficklin, on her arrival in a Confederate port, on his paying the cost of such vessel to the Government. But, in ascertaining what was or is to be the cost to the Government, it is necessary to determine the binding terms of the contract, in the purchase of the vessel from the English owner. I am left to deduce the terms of this contract from the following papers, signed by Alex. Collie & Co., and the response thereto, by Lt. Wilkinson, endorsed thereon :

“London, 16th Oct., 1862. We sell the Giraffe to the Government of the Confederate States, at purchase price, they repaying the expenses incurred for surveying, &c.; also, the purchasing commission of 2½ per cent., cash on the delivery of the boat. And the Government, as a recompense to us—taking into consideration that the “Giraffe” is the best and most suitable boat in England, for the purpose we intended her, and was certain to have realized, on the first voyage, more than her cost—will further deliver to us, at the termination of the present war, one thousand bales of cotton (good middling) at any port of the Confederate States, packed and in good order. But as we are most desirous to serve the Government, in any way, we leave this last consideration to the liberality of the Government, and shall not insist on this being a part of the bargain. We ought to mention that the cargo for the Giraffe has been contracted for, and that we will be put to considerable inconvenience, as well as loss, in thus parting with her.” Upon this paper is endorsed, by J. Wilkinson, C. S. N., the following: “Having no authority from the Confederate States Government to pledge any cotton on their part, I will lay before them the clause relative to cotton, it being no part of the bargain.” A letter of Mr. Alex. Collie, written to Lt. Wilkinson, on the 13th of Nov., 1862, is among the papers submitted to me. In this letter, Mr. Collie, after expressing his many kind feelings and sympathies for the people of the Confederate States, and his kind wishes for their success, says: “I would not wish to make money out of your Government in the hour of its greatest need, and the only condition I wished to attach to the bargain, was, that if the “Giraffe” did the good service which we all anticipate, it should be left to the liberality of your Government to give me one thousand bales of good middling cotton, at the termination of hostili-

ties." However much value we may place on the good wishes and kind feelings of Mr. Collie, the appeal to the liberality of the Government, for the cotton, is no part of the contract of purchase; and there is no binding obligation, either legal or equitable, on the Government, to make a gift to Messrs. Alex. Collie & Co., of a thousand bales of cotton at the termination of the war. The value of the cotton does not constitute any part of the "cost" of the Giraffe to the Government.

Maj. Ficklin, by the terms of agreement between him and the War Department, was to have the vessel "at cost upon her arrival in a Confederate port." The contract between Collie & Co., shows the "cost" to the Confederate States to have been, "the purchase price Collie & Co. paid for the vessel, the expenses incurred for surveying, &c., and a purchasing commission of $2\frac{1}{2}$ per cent." What the amount of all this was, I am not informed by the papers before me. But I suppose Lt. Wilkinson's report to the Government shows this. Whatever these items amount to, Maj. Ficklin must pay. His contract bound him to pay this amount, whatever it be, on the arrival of the vessel in a Confederate port. It appears, from the papers submitted to me, that he offered to do this at the time and place stipulated. If he tendered the amount, no interest would accrue. In any event the interest would only accrue from the time the payment ought to have been made by the laws of the contract, viz: from the time of the arrival of the vessel in a Confederate port.

If I am right in the construction given to the binding terms of the contract between Collie & Co. and the Confederate States, there is no claim or liability against which Maj. Ficklin should be required to indemnify the Confederate States. If the thousand bales of cotton should ever be given to Collie & Co., it can only arise from a generous spirit of liberality, and not from the binding obligations of a contract.

How much should be allowed Maj. Ficklin for the use of the vessel since she should have been delivered to him, is more a question of fact, dependent on agreement, than a question of law. Those who are more acquainted with ships and the value of their use, would be better able to determine this than the Attorney General. I am not informed, by the papers submitted to me, what agreement there was as to the payment for the use of the vessel, since her first arrival in a Confederate

port. From the question put, it seems that there must have been some agreement, as it is said in the question, that Maj. Ficklin was to have the right to freight the vessel, on her return voyage, to an extent not exceeding twenty tons. In the absence of any agreement, he ought to be allowed a fair value to the extent of the use by the Government. What that fair value is, I have no right or means of determining.

In the absence of any agreement as to the mode of payment for the vessel, the presumption would be, that the "cost" of the vessel must be paid in gold or silver, or in treasury notes, as by law they are receivable in payment of all dues to the Government, except export duties.

As it appears, from the evidence submitted to me, that the Government paid for the vessel in sterling exchange; if Maj. Ficklin pays in gold and silver the amount necessary to get the sterling exchange at the time of the arrival of the vessel in a Confederate port, was the amount he was bound to pay; if he pays in Treasury notes, an amount of these sufficient, at the time of the arrival of the vessel in the Confederate port, to get the amount of sterling exchange paid by the Government for the vessel, was the amount he was bound to pay. It appears to me that this is the only legal and equitable mode for the Government to get the "cost" of the vessel.

I have the honor to be,

Very respectfully, your obedient servant,

T. H. WATTS, *Attorney General*.

No. 8.

RICHMOND, VA., Feb. 23, 1863.

HON. JAMES A. SEDDON:

SIR: We desire a categorical reply to certain enquiries in regard to the steamer "Giraffe," and request an immediate reply.

The Attorney General has decided the title of the vessel to be in B. F. Ficklin, on the 31st of December, and that it has been withheld without the consent of the owner—that we are to pay the value

of the vessel, on the 31st December, in *Confederate money*, less a proper compensation for the use thereof. We therefore ask that you will designate what person we shall pay the amount to, we ask that you will designate what that amount is, and we ask that you will give the proper orders, at once, for the delivery of the vessel.

Very respectfully,

B. F. FICKLIN.

No. 9.

RICHMOND, Feb. 23, 1863.

HON. JAMES A. SEDDON,

Secretary of War :

SIR: Having received no satisfaction in the enquiries made by you personally, I now ask, again, that the Giraffe shall be turned over to me upon payment of the cost price. I am ready and prepared to pay for her. I ask that her price shall be designated, as you have the opinion of the Attorney General upon the questions submitted, and that you shall at once designate the person to whom that payment shall be made. I wish the response to be made to this letter, and to waive any response to the letter, written this morning in a great hurry.

Very respectfully,

B. F. FICKLIN.

I handed to you certain papers to be laid before the Attorney General, to wit: a copy of the requisition for \$350,000, dated 14th Aug., and a copy of the endorsement upon it, in the Treasury Department; also, a copy of memorandum of Alex. Collie & Co., dated 16th Oct., 1862, with certain endorsements of Capt. J. N. Wilkinson thereon; also, copy of instructions to Capt. Wilkinson, of 12th August, 1862. You will please return these papers of mine to me.

Respectfully,

B. F. F.

No. 10.

CONFEDERATE STATES OF AMERICA,
WAR DEPARTMENT,
RICHMOND, VA., Feb. 23, 1863.

B. F. FICKLIN, ESQ., Richmond, Va :

SIR : Your letter, of this date, has been received by the Secretary of War. He declines to carry on a correspondence which commences in the tone assumed in this letter, but directs me to reply that I am authorized to receive from you any offer, in writing, accompanied with any tender of money or securities that you may be advised it is proper for you to make, as your part of the duty to be performed, to entitle you to a transfer of the steam vessel "Giraffe."

I will receive your written communication, with the offer of the money or securities, at my office, in the War Department, during office hours, on to-morrow or Wednesday, as you may select.

As I desire to report the entire close of this negotiation, it is hoped that you will come prepared to do, at this time, all that you feel called upon to do under the contract, according to which you suppose yourself entitled to claim the delivery of the vessel, as contained in your letter.

Very respectfully,

J. A. CAMPBELL,

Assistant Secretary of War.

No. 11.

CONFEDERATE STATES OF AMERICA,
WAR DEPARTMENT,
RICHMOND, VA., Feb. 24, 1863.

SIR : Your second letter, of yesterday's date, was received. Your first letter, of yesterday's date, was replied to, by the direction of the Secretary of War, and is confirmed.

I shall expect to receive from you, to-day or to-morrow, a personal offer of whatever money or securities, and whatever else you may consider it proper to do, under your supposed contract for the purchase of the Giraffe, accompanied with a written explanation of what you may have to say or do, so that there may be no error or misconception; that being done, this Department will do whatever it considers to be right and proper under the conditions that may be presented.

The papers you refer to, as having been submitted to the Attorney General, have become official papers of the Department, but certified copies will be prepared for you.

Your obedient servant,

J. A. CAMPBELL,

Assistant Secretary of War.

B. F. FICKLIN, ESQ., Richmond, Va.

No. 12.

RICHMOND, Va., February 24, 1863.

Hon. J. A. CAMPBELL,

Assistant Secretary of War :

SIR: Yours of 23d inst. is duly received, and in reply I have to say:

1. That the contract under which I claim the transfer of the steamer "Giraffe" is shown by the letter of Hon. G. W. Randolph, then Secretary of War, to Lieut. John Wilkinson, C. S. Navy, dated August 12th, 1862.

2. That my rights and obligations under that contract are set forth distinctly, and I think correctly, in the opinion of the Attorney General, addressed to the present Secretary of War, and dated February 17, 1863.

3. That I am prepared and now offer to perform the contract on my part, in all respects, according to the said opinion of the Attorney General, as follows:

I offer to pay, in Treasury Notes of the Confederate States, such a sum as, upon the arrival of the Giraffe in a Confederate port, would have

purchased the amount of sterling exchange paid by the Government as the cost of the said vessel; and I offer to pay, in Treasury Notes, the interest on that sum from the day of such arrival.

4. I do not know and have no means of ascertaining the precise sum required to answer these terms, as the papers relating to the subject are properly in the possession of the Government. I therefore ask that you will furnish me with a statement, such as will enable me to make the precise payment required by the opinion of the Attorney General.

5. As evidence of the good faith in which this offer is made, and of my ability to comply with the contract on my part, I send herewith certificates of deposit for five hundred thousand dollars, payable at two of the Richmond Banks in Confederate Treasury Notes.

6. I now and here offer the said sum of five hundred thousand dollars, and request that out of it so much may be taken by you as will, upon the information exclusively in possession of the Government, be sufficient to pay the sum required by the opinion of the Attorney General as hereinbefore stated.

7. I offer, if you prefer it, to bring now and here the Treasury Notes to make tender of them, if you are willing to have so large a sum in that form brought into your office.

8. These offers are made with the express understanding that they are to be accepted upon terms of concurrent performance on the part of the Government of the contract to transfer the "Giraffe" to my ownership and possession.

9. As you have required me to communicate in writing, and to make tender of money and securities, you will, I trust, admit the propriety of signifying to me in writing your conclusion and determination upon the several matters herein stated.

The questions arising as to the compensation to be made me for the use of the "Giraffe" since her first arrival have no proper connection with the main contract, and I prefer to keep the two subjects separate. I am, however, prepared to submit these questions of compensation to the decision of competent shippers—upon equitable terms.

Respectfully, your obedient servant,

B. F. FICKLIN.

No. 13.

CONFEDERATE STATES OF AMERICA,
WAR DEPARTMENT,
RICHMOND, Va., February 24, 1863.

SIR: The paper directed to me, signed by B. F. Ficklin, which was handed me by you personally on his behalf, as his attorney, has been submitted to the Secretary of War.

I am directed by him to reply, that upon a consideration of the circumstances attending the purchase of the "Giraffe"—the obligations of the Government under that purchase—the necessities of the Confederate States in regard to the present employment of the vessel—the various propositions of Mr. Duncan, with respect to her future employment, and the withdrawal of these—the peremptory demand for present unconditional delivery, with the apparently reserved claim for the use of the vessel since the 31st December last—and the matter contained in your paper of to-day—his conclusion is, not to accept Mr. Ficklin's proposition for the sale of the "Giraffe" to him.

I have endorsed on the letter of Mr. Ficklin, "this paper contains an exact account of what took place in my office to-day. The certificates of deposit remain with the Hon. J. B. Baldwin with my approbation."

The papers mentioned in Mr. Ficklin's letter of yesterday shall be copied and sent to him through the post office.

Very respectfully,

Your obedient servant,

J. A. CAMPBELL,

Assistant Secretary of War.

Hon. J. B. BALDWIN, M. C., Richmond.

FEBRUARY 24th, 1863.

B. F. FICKLIN, ESQ., Richmond:

SIR: The foregoing is a true copy of a letter this day sent to the Hon. J. B. Baldwin.

Your obedient servant,

J. A. CAMPBELL,

Assistant Secretary of War.





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